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Birmingham, Alabama 20 May, 19 59

The Undersigned Purchaser Merle Parkinson hereby agrees to purchase and

The Undersigned Seller _____ hereby agrees to sell the following described real estate, situated in Shelby County, Alabama, on the terms stated below:

1. All land west of the county road of the $S\frac{1}{2}$ of $N\frac{1}{2}$ of $N\frac{1}{2}$ of the NW $\frac{1}{4}$ of section 7, Township 19, Range 1 west, containing 16 acres more or less.
2. All land lying west of the county road of $N\frac{1}{2}$ of $S\frac{1}{2}$ of $N\frac{1}{2}$ of NW $\frac{1}{4}$, section 7, Township 19, Range 1 west in Shelby County, Ala, being 15 acres more or less.

The Purchase Price shall be \$ 12,400.00, payable as follows: down payment
Earnest money receipt of which is hereby acknowledged by the agent 500.00
~~Cash on closing this sale~~

Purchaser (M. Parkinson) will pay the seller (E.C. Huey) the amount of three thousand dollars (3,000.00) six months after receipt of this agreement.

The purchaser (M. Parkinson) will pay the seller (E.C. Huey) the balance of the total purchase price at the amount of four thousand four hundred and fifty dollars (4,450.00) a year for two years thereby paying out the total purchase price of \$12,400.00

M. E. C. Huey has permission to live in the house rent free, for a period of not less than one year after the date of this contract.

The undersigned seller agrees to furnish purchaser an abstract of title commencing and assuming title at a point generally accepted by local practice, duly extended to date, showing a good and merchantable title, free of encumbrances, unless herein excepted; or, at seller's election, a title insurance policy issued by company qualified to insure titles in Alabama, in the amount of the purchase price, insuring the purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted, and in the event an abstract of title is furnished and the title to said property is alleged to be unmerchantable by the purchaser, or purchaser's attorney, then seller may elect to furnish such title insurance policy, by a company qualified to insure titles in Alabama; otherwise, the earnest money shall be refunded. In the event an owner's and mortgagee's title policies are obtained at time of closing; the total expense of procuring the two policies will be divided equally between the Seller and the Purchaser.

Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and also zoning ordinances pertaining to said property; also existing leases, which are to be transferred to the Purchaser, subject to any present rental commission agreements thereon.

The taxes, rents, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as of the date of delivery of the deed, or lease sale contract, and any advance payments to mortgagee for taxes, insurance, or FHA insurance premiums shall be returned to the Seller by the Purchaser.

The sale shall be closed and the deed delivered on or before _____ days from the date hereof, except that the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed, if the property is then vacant; otherwise possession shall be delivered: _____ days after delivery of the deed.

The undersigned owners agree to pay _____, as their agents, as compensation for negotiating this sale, the sales commission provided under the schedule of commissions adopted by the Birmingham Real Estate Board and now in force.

The Seller hereby authorizes _____ to hold the earnest money in trust for the Seller pending the fulfillment of this contract.

In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money, as shown herein shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract, and said earnest money so forfeited shall be divided equally between the Seller and the Agent.

The Seller agrees to convey said property to the Purchaser by _____ warranty deed free of all encumbrances, except as hereinabove set out and Seller agrees that any encumbrances not herein excepted will be cleared at time of closing.

Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency: of any pending public improvements, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the delivery of the above deed.

This contract states the entire agreement between the parties and merges in this agreement all statements representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.

Witness to Purchaser's Signature: Kenneth C. Williams

Merle Parkinson (SEAL)
Purchaser

_____ (SEAL)

_____ (SEAL)
Purchaser

Witness to Seller's Signature: Kenneth C. Williams

E. C. Huey (SEAL)
Seller

_____ (SEAL)

_____ (SEAL)
Seller

_____ (SEAL)

_____ (SEAL)
Seller

Receipt is hereby acknowledged of the earnest money CASH CHECK as herein above set forth.
(Name of firm) _____ By _____

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Instrument was filed for record the 25 day of July 19 59 at 8 o'clock P. M. and recorded in Deed Record 203 at page 14 and the Mortgage Tax _____ Deed Tax _____ has been paid.

Conrad M. Fowler
Judge of Probate